KARIN KOMERC MD DOO
Broj 01/220040805
Datum 21.12.2022
VETERNIK

CCECC BALKAN
NO. NSI-CON-2022-024-00
Date:

No CONTRACT ON THE PERFORMANCE OF WORK ON ARCHAEOLOGICAL SITES within the project modernization and reconstruction of the Hungarian-Serbian railway connection on the territory of the Republic of Serbia for the section Novi Sad-Subotica-border crossing (Kelebija) - section VRBAS

Signed on 21.12.2022. in Novi Sad between the contracting parties:

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD duly incorporated pursuant to the law of the Republic of Serbia, having its registered office and principal place of business Belgrade (Zemun), ul. Batajnički road 3 part 6a, registration no: 29507031 ,TIN No.: 109874997, represented by Mr. Chen Zhongzheng, Legal representative of the branch office (hereinafter also referred to as: „**Contractor**")

And

KARIN KOMERC MD DOO duly incorporated pursuant to the law of Republic of Serbia for the company, having its registered office and principal place of business at Živorada Petrovića 8, Veternik, Serbia, registration no: 20009233, TIN:103726184, represented by Krste Dubroja, General Manager (hereinafter also referred to as: „**Subcontractor**")
(hereinafter together: **Contracting parties,** hereinafter one party: **Contracting party**)

INTRODUCTORY PROVISIONS:

The contracting parties agree:

- that they signed the Subcontracting contract on construction and railway engineering (Part NS-I) of the project of modernization and reconstruction of the Hungarian-Serbian railway connection on the territory of the Republic of Serbia for the section Novi Sad-Subotica-border crossing (Kelebija) (hereinafter: Project), registered with the Subcontractor under business number 01/220017715 (registred with Contractor under number NSI-CON-2022-024), (hereinafter collectively: Subcontract),
- that on 28.11.2022. China Railway International Co., Ltd. the Belgrade branch (hereinafter the Main Contractor) and the Provincial Institute for the Protection of Cultural Monuments from Petrovaradin (hereinafter: The Institute) signed the Contract on performance archeological protrction works and archeological sipervision (business number of the Main Contractor JV-NS-CON-HT-2022 -008, kos Zavod 02-352/38-2017), on the basis of which the Main Contractor transferred the obligation to the Contractor here to carry out protective archaeological works under the supervision of archaeologists,

- that the Contractor and the Subcontractor have reached an Contract to entrust the performance of protective archaeological works to the Subcontractor, and therefore sign this Contract.

Subject of the Contract
Article 1.

The Subcontractor undertakes **to perform works within the Project at the locations of archaeological sites, which works include providing the necessary personnel and machinery**, in accordance with the Offer of the subcontractor number TR-805-2023-1 dated 19.01.2023. (hereinafter: **Offer**), which is an integral part of this Contract.

The price
Article 2.

The Contractor undertakes to pay the Subcontractor for the work performed under Article 1 of this Contract a monetary compensation according to the individual prices from the price list in the Offer, which is an integral part of the contract.

The price does not include VAT, which will be calculated in accordance with binding legal provisions of Republic of Serbia.

The total value of the works will be determined on the basis of the actually performed works, registered and proven through the construction diary, with the application of unit prices from the Offer, with the consent of the Contractor.

If there is a need to perform additional works that are not the subject of this Contract (subsequent and unforeseen works), the contracting parties will define their performance in a written annex to this contract.

This will be duplicated with surface and topsoil removal in the archaeological scope due to subgrade surface and topsoil removal within the Engineering Construction Subcontract(NO.: NS1-CON-2022-024)scope of work. Therefore, the subgrade surface and topsoil clearing within the archaeological scope have been measured by daily labor, while the engineering quantity and amount in this part will be deducted from the Engineering Construction Subcontract(NO.: NS1-CON-2023-023). The deduction amount will be calculated based on the proportion of the subcontract unit price in the corresponding list and the amount of work completed due to archaeology and should be recognized by both parties. Deductions will be made prior to final payment.

Method of payment
Article 3.

Subcontractor will submit Interim Payment Certificate under this Contract at the end of each month, within 7 days after the issuance of the Performance Certificate, the Subcontractor may submit the Final Payment Certificate to the Contractor in 6 copies, and provide relevant certification documents.
The total value of the works under this Contract will be paid to the Subcontractor by the Contractor in the following way:
- No advance payment shall be consider in this contract..
- based on the Interim Payment Certificate and the Final Payment Certificate, which will be issued on the last day of the month, within 45 working days from the date of delivery of each Interim/Final Payment Certificate and the certified construction diary for that Interim/Final Payment Certificate.

According to the Serbian VAT law, article 22, for the purpose of invoicing will be used the official middle bank rate of the National Bank of Serbia for EUR on the day of turnover of services.
Payment terms which are stipulated in articles 19.2.2 and 19.2.3. of Subcontract are consistent with this Contract.

The personnel and machinery provided by the subcontractor **must be recorded** in the construction diary according to the actual construction time, and the responsible engineer must be signed.

Deadline and dynamics of execution of works
Article 4.

The Contracting parties agree that the Subcontractor will start the contracted works immediately after the signing of this Contract and the introduction into the work noted in the minutes, and undertakes to complete them in compliance with the dynamics of the execution of works according to the Subcontract.

Obligations of the Subcontractor
Article 5.

The Subcontractor undertakes to:

1. to keep the construction site documentation: Construction diary, Inspection diary and other construction site documentation;
2. to perform the Works in accordance with the best standards in practice and generally accepted technical requirements;
3. to perform all Works in accordance with all existing legal provisions, including occupational safety, health protection and environmental protection;
4. to provide the necessary material in accordance with the offer, manpower and tools for the execution of the Works;
5. to provide the necessary personnel and machinery;

6. to ensure that all materials, equipment and other items that will be used to perform the Works are of adequate quality, functional, new and without any defects;
7. to remove all tools, equipment, machines, surplus materials, waste and garbage from the construction site after handing over the works;
8. to bear all costs related to his employees, who are engaged in performing the works in question;
9. to collect and remove all waste on the construction site remaining after the execution of the Works and to take it outside the construction site to the waste disposal site. In terms of this Contract, all substances, objects, materials, cardboard packaging, paper packaging made of leaves or wood, as well as other materials used by the contractor during the works are considered waste.

Obligations of the Contractor
Article 6.

The Contractor undertakes to:

1. Introduce the subcontractor to work within 3 (three) days from the date of conclusion of this contract;
2. The Subcontractor shall be notified if the Main Contractor or the Investor has any objections to the work performed by the Subcontractor, and/or in relation to the Subcontractor's employees, the Subcontractor's equipment and/or due to some other circumstances related to the work performed by the Subcontractor under this contract.
3. To make payment in accordance with the provisions of this Contract.

Handover of works
Article 7.

Upon completion of the contracted works, the Subcontractor will inform the Contractor that the works have been completed and invite him to hand over the works.

Article 8.

The contractor undertakes to submit any complaints about the performed works in writing to the Subcontractor within 5 days from the day of handover of the works.

The Subcontractor is obliged to provide the Contractor with a written notice of every complaint received within 14 days, about the procedure and measures taken in this regard.

Termination of contract
Article 9.

This Contract may be terminated by Contract between the contracting parties, subject to a notice period of 14 days starting from the date of receipt of written notice, after which both contracting parties will settle their mutual obligations.

Each contracting party is authorized to terminate the Contract in the event that the other contracting party continues to violate the provisions of this Contract within 30 days of receiving a written notice to cease the violation. In such a case, the contractual party that is responsible for the termination will be obliged to compensate the other contractual party for all the resulting damage.
After completing the work content by the archaeological requirement, the contract will automatically terminated.

Article 10.

The Contractor has the right to unilaterally terminate this Contract without compensation to the Subcontractor in the following cases:

1. if the Subcontractor is unable to perform the Works;
2. if the Subcontractor assigns this contract, without the knowledge and express consent of the Contractor.

In the event of termination of this Contract for the reasons mentioned above, the Subcontractor is obliged to undertake all necessary actions, or actions ordered by the Contractor, for the protection and safekeeping of complete equipment, materials, parts, work supplies, etc. (at any stage of completion) and to suspend all activities in accordance with the order of the Subcontractor.

The Contractor's decision to unilaterally terminate this contract does not reliese him of any other rights under this contract, or any other rights.

Article 11.

The Subcontractor has the right to unilaterally terminate this Contract in the following cases:

1. if the Contractor declares bankruptcy or bankruptcy proceedings are initiated against him;
2. If the Contractor does not fulfill the payment obligation under this contract due to withholding of payment for more than 60 days from the moment when it is necessary to make the payment for the execution of the works.

Article 12.

The Contracting party, from which the initiative to terminate the Contract originates, sends the other contracting party a written notice at least 30 (thirty) days before the assumed date of

termination of the Contract. Said notice must contain a statement of the reasons and grounds for termination.

The final date of termination of this Contract cannot occur before the expiration of a period of 30 days, starting from the date of delivery/receipt of the written notice of termination.

Final regulations
Article 13.

The Contracting parties agree to apply the provisions of the Law on Obligations of the RS and the Special Regulations (customs) on the Construction of the RS for everything that is not regulated by this contract, Program of measures for the protection of archaeological sites on the route of the Hungarian-Serbian railway connection on the territory of the Republic of Serbia, section Novi Sad-Subotica - state border (Kelebija), municipality Vrbas, number 02-352/35-2017 from October 26, 2022. primarily regarding the execution of works, but also all other issues.

Article 14.

The Contracting parties will try to resolve all potential disputes muttually in a peaceful way, and if they cannot be resolved amicably, the jurisdiction of the Commercial Court in Novi Sad is agreed.

Article 15.

This Contract shall enter into force on the date of signing and shall remain in force until both Contracting Parties have fully fulfilled all their obligations.

Article 16.

All amendments and attachments to this Contract have legal effect only if they are in writing and signed by both contracting parties.

Article 17.

This Contract is drawn up in 4 (four) identical copies, of which each contracting party retains two copies.

SUBCONTRACTOR
KARIN KOMERC MD DOO

KRSTE DUBROJA, direktor

CONTRACTOR
CCECC

Xuehongxi, Authorized Representative

karin komerc md doo
PROIZVODNJA - IZGRADNJA - TRGOVINA
Živorada Petrovića 8, 21203 Veternik
tel. fax: 021 823-800, 823-801, e-mail: office@karinmd.com, www.karinmd.com
PIB: 103726184, Matični broj: 20009233

OFFER / PONUDA

Broj:	TR-805-2023-1
Datum:	19.01.2023

Podaci o naručiocu	
Naziv:	China Civil Engineering Construction Corporation Balkan Ogranak Beograd
Adresa:	Batajnički drum 3 deo 6A, 11080 Zemun
PIB:	109874997

Naziv radova:	Execution of works within the project of reconstruction and modernization of the Hungarian-Serbian railway connection on the territory of the Republic of Serbia for the section Novi Sad-Subotica-border crossing (Kelebija) at the locations of archaeological sites / Izvođenje radova u okviru projekta rekonstrukcije i modernizacije mađarsko-srpske železničke veze na teritoriji Republike Srbije za deonicu Novi Sad-Subotica-granični prelaz (Kelebija) na lokacijama arheoloških nalazišta
Lokacija izvođenja:	Vrbas

Vrednost radova bez PDV-a	8.280,00	**EUR**
(EUR): PDV (0%):	**0,00**	**EUR**
Vrednost radova sa PDV-om (EUR):	8.280,00	**EUR**

Napomena: Stvarna vrednost radova biće obračunata na osnovu izvedenih količina iz overenih listova građevinske knjige

Napomena: PDV se ne obračunava u skladu sa članom 10, stav 2, tačka 3 zakona o PDV-u.

BALKAN Ogranak BEOGRAD

M.P

saglasan sa ponudom

(potpis ovlašćenog lica)

Br. poz.	Opis radova	jedinica mere	količina radova	jedinična cena (EUR)	UKUPNO (EUR)

PREDMER I PREDRAČUN RADOVA

Naziv radova: Execution of works within the project of reconstruction and modernization of the Hungarian-Serbian railway connection on the territory of the Republic of Serbia for the section Novi Sad-Subotica-border crossing (Kelebija) at the locations of archaeological sites / Izvođenje radova u okviru projekta rekonstrukcije i modernizacije mađarsko-srpske železničke veze na teritoriji Republike Srbije za deonicu Novi Sad-Subotica-granični prelaz (Kelebija) na lokacijama arheoloških nalazišta

Broj ponude: TR-805-2023-1

1.	Truck / Kamion Transporting materials from the excavation of archaeological sites. This position includes a truck with a driver and fuel provided./Transportovanje materijala iz iskopa arheoloških nalazišta. Ova pozicija uključuje kamion sa vozačem i obezbeđenim gorivom.	day/dan	1,00	700,00	700,00
2.	Surveyor / Geodeta Geodetic marking service for the needs of an archaeological site. / Usluga geodetskog obeležavanja za potrebe arheološkog nalazišta.	day/dan	1,00	200,00	200,00
3.	Construction container / Građevinski kontjener Availability of a construction container for the duration of works on archaeological sites. / Raspoloživost građevinskog kontjenera za vreme trajanja radova na arheološkim nalazištima.	peaces/kom.	1,00	6.000,00	6.000,00
4.	Mobile toilet / Mobilni toalet Availability of a mobile toilet for the duration of works on archaeological sites. / Raspoloživost mobilnog toealeta za vreme trajanja radova na arheološkim nalazištima	peaces/per month /kom./ za mesec	1,00	150,00	150,00
5.	Head of the construction sites / Šef gradilišta Management of the works, which includes the organization of transport, geodetic marking and the work of laborers at archaeological sites. / Rukovođenje radovima, koje obuhvata organizaciju transporta, geodetsko obeležavanje i rad radnika na arheološkim nalazištima.	day/dan	1,00	220,00	220,00
6.	Bucket excavator / Bager sa kašikom U cenu je uračunat rukovaoc građevinske mehanizacije sa obezbeđenim gorivom. / The price includes of handler of the construction machinery with provided fuel.	day/dan	1,00	1.000,00	1.000,00
7.	Laborers / Fizički radnik The work of laborers on archaeological sites / Rad radnika na arheološkim nalazištima	hour/sat	1,00	10,00	10,00
				ukupno (EUR):	8.280,00

Rekapitulacija radova

Oznaka	Naziv vrste radova	Iznos vrste (EUR)
	Execution of works within the project of reconstruction and modernization of the Hungarian-Serbian railway connection on the territory of the Republic of Serbia for the section Novi Sad-Subotica-border crossing (Kelebija) at the locations of archaeological sites / Izvođenje radova u okviru projekta rekonstrukcije i modernizacije mađarsko-srpske železničke veze na teritoriji Republike Srbije za deonicu Novi Sad-Subotica-granični prelaz (Kelebija) na lokacijama arheoloških nalazišta	8.280,00

Ukupno bez PDV-a (EUR):	***8.280,00***
PDV:	***0,00***
Ukupno sa PDV-om (EUR):	***8.280,00***

Karin Komerc MD